

EXHIBIT A

AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT (this “Parcel Development Agreement”) is made and entered into as of the ____ day of _____, 2019, by and among **THE CITY OF ST. LOUIS, MISSOURI**, a political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”), **NORTHSIDE REGENERATION, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri (the “Developer”), and **NORTHSIDE URGENT CARE PROPERTY, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri (“Northside UC”), **NS QALICB, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri (“NSQ”), and **HGP HOSPITAL CORP.**, a corporation duly organized and existing under the laws of the State of Missouri (“HGPHC”) (Northside UC, NSQ and HGPHC are sometimes collectively referred to herein as the “Co-Developer”). *Capitalized terms, unless otherwise defined herein, shall have the meanings set forth in the Amended and Restated Redevelopment Agreement dated as of May 13, 2014 by and between the City and the Developer, as amended by the First Amendment to Amended and Restated Redevelopment Agreement dated as of February 12, 2016 (collectively, the “Redevelopment Agreement”).*

RECITALS

A. The City and the Developer entered into the Redevelopment Agreement in connection with the Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan (as may be amended from time to time, the “Redevelopment Plan”).

B. The Redevelopment Plan describes various “Redevelopment Projects” to be undertaken within the Redevelopment Area. The Redevelopment Agreement contemplates that the Developer will, from time to time, enlist various co-developers to assist in completing portions of the Redevelopment Projects.

C. The Co-Developer will assist the Developer with the portion of the Redevelopment Projects located on the property described on **Exhibit A** attached hereto (the “Healthworks Site”) consisting of the development of the following: (i) roads and public infrastructure improvements for the Healthworks Site (the “Road and Infrastructure Improvements”), (ii) a 3-bed hospital with a 24-hour emergency room (the “Hospital Facility”), and (iii) a hospital expansion (the “Expansion Hospital Facility” and collectively with the Road and Infrastructure Improvements and the Hospital Facility, the “Healthworks Hospital Project”).

D. Ordinance No. 70525 authorized the City to enter into a parcel development agreement (the “Original Parcel Development Agreement”) with the Developer and Northside UC regarding tax increment financing assistance for the Healthworks Hospital Project.

E. Ordinance No. 70526 authorizes the issuance of TIF notes in connection with the Healthworks Hospital Project (the “Healthworks TIF Note Ordinance”).

F. The parties desire to amend and restate the Original Parcel Development Agreement and are therefore entering into this Parcel Development Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

Section 1. Representations.

(a) The City hereby represents and warrants that (1) it has full constitutional and lawful right, power and authority to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary governmental proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) The Developer hereby represents and warrants (1) it has full power to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary corporate proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(c) Northside UC hereby represents and warrants (1) it has full power to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary corporate proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of Northside UC, enforceable in accordance with its terms.

(d) NSQ hereby represents and warrants (1) it has full power to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary corporate proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of NSQ, enforceable in accordance with its terms.

(e) HGPHC hereby represents and warrants (1) it has full power to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary corporate proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of HGPHC, enforceable in accordance with its terms.

Section 2. Construction and Operation of the Healthworks Hospital Project.

(a) No later than December 31, 2019, the Co-Developer shall provide the St. Louis Development Corporation ("SLDC) with evidence to SLDC's reasonable satisfaction that the Co-Developer has obtained all financing necessary to complete the Road and Infrastructure Improvements and the Hospital Facility. The Co-Developer shall provide a Certificate of Substantial Completion for the Road and Infrastructure Improvements and the Hospital Facility to SLDC and the City no later than June 30, 2021 (the "Hospital Facility Phase"). Such Certificate of Substantial Completion shall be submitted, reviewed and accepted in the manner set forth in **Section 3.8** of the Redevelopment Agreement.

(b) No later than December 31, 2021, the Co-Developer shall provide SLDC with evidence to SLDC's reasonable satisfaction that it has obtained all financing necessary to complete the Expansion Hospital Facility. The Co-Developer shall provide a Certificate of Substantial Completion for the Expansion Hospital Facility to SLDC and the City no later than June 30, 2023 (the "Expansion Hospital

Facility Phase”). Such Certificate of Substantial Completion shall be submitted, reviewed and accepted in the manner set forth in **Section 3.8** of the Redevelopment Agreement.

(c) With respect to the construction and operation of the Healthworks Hospital Project, the Co-Developer shall comply with all requirements of the Developer set forth in the Redevelopment Agreement with respect to the construction and operation of the Redevelopment Projects, including, without limitation, **Section 3.6** (construction plans), **Section 3.9** (inclusion of sustainability features), **Section 3.12** (prevailing wage), **Section 3.13** (accessibility standards), **Section 6.6** (cooperation in determining TIF Revenues), **Section 6.7** (obligation to report TIF Revenues), **Section 7.9** (inspection), **Section 7.19** (maintenance of property), **Section 7.20** (non-discrimination), **Section 7.21** (fair employment), **Section 7.22** (MBE/WBE Compliance), and **Section 7.26** (workforce requirements), but expressly excepting the provision of **Section 3.4** requiring the written consent of the Executive Director of SLDC prior to commencement of work for which the Developer intends to seek reimbursement.

Section 3. Control of Healthworks Site; Creation of the Community Improvement District.

(a) Co-Developer Northside UC has a contractual right to purchase the fee title to the property necessary for the Healthworks Hospital Project.

(b) Co-Developer Northside UC may, in its discretion, cause the submission of a petition to the City seeking the creation of a community improvement district (the “CID”) that includes the Healthworks Site. Any such petition shall provide that at least one member of the CID’s board of directors be designated by each of the Comptroller and SLDC. Upon the creation of a CID, the Co-Developer shall cause the CID to impose a 1% sales and use tax (the “CID Sales Tax”) and enter into a cooperation agreement with the City (the “District Project Agreement”), whereby the CID will agree to transfer all revenues from the CID Sales Tax, less a mutually-agreeable annual operating fund deposit, to the Comptroller for contribution toward payment of the TIF Notes described in **Section 4(b)**.

Section 4. Tax Increment Financing Assistance.

(a) *Maximum Reimbursement Amount; Certificates of Reimbursable Redevelopment Project Costs.* Subject to the following conditions, the City shall issue TIF Notes described in subsection (b) below (the “Healthworks Hospital TIF Notes”) to reimburse the Developer and/or the Co-Developer for up to \$8,000,000 of Reimbursable Redevelopment Project Costs:

(1) the Developer and/or the Co-Developer must submit Certificates of Reimbursable Redevelopment Project Costs, including itemized invoices, receipts or other information reasonably requested by the City (as required by **Section 4.2** of the Redevelopment Agreement);

(2) the Developer and/or the Co-Developer may seek reimbursement for: (i) the construction of roads and related site work necessary for the Healthworks Hospital Project, including, without limitation, work on private property but necessitated by public road improvements, work that is within public rights-of-way or otherwise dedicated to the City, the Missouri Department of Transportation or the Metropolitan Sewer District, or work related to mainline utility extensions and relocations, (ii) the costs of acquiring title to the portions of the Healthworks Site necessary for the Healthworks Hospital Project (provided, however, that costs of land acquisition shall only be permitted to the extent that documentation to the Comptroller’s reasonable satisfaction evidences that a Co-Developer purchased the Healthworks Site for an amount equal to or greater than the amount requested for reimbursement), (iii) planning and

engineering costs associated with the preparation of the Redevelopment Plan and the Redevelopment Projects (including the Healthworks Hospital Project), and (iv) legal costs associated with the defense of the validity of the Redevelopment Plan.

(b) *Preconditions to Healthworks Hospital TIF Notes.* Subject to the following preconditions, the City will issue Healthworks Hospital TIF Notes in the maximum principal amount of (i) up to \$6,420,000 to reimburse the Developer and/or Co-Developer for Reimbursable Redevelopment Project Costs identified in **Section 4(a)(2)** above, in regard to the Road and Infrastructure Improvements and the Hospital Facility Phase (the “Initial Hospital Facility TIF Notes”) and (ii) up to \$1,580,000 to reimburse the Developer and/or Co-Developer for Reimbursable Redevelopment Project Costs identified in **Section 4(a)(2)** above, in regard to the Expansion Hospital Facility Phase (the “Expansion Hospital Facility TIF Notes”) and together with the Initial Hospital Facility TIF Notes, the “Healthworks Hospital TIF Notes”):

(1) the Healthworks Hospital TIF Notes may be issued to the Developer, to Northside UC, to NSQ, to HGPHC, or to any other party permitted by the Healthworks TIF Note Ordinance, and in connection with each note issuance, the Developer and the Co-Developer must provide a signed directive to the Comptroller indicating to whom such Healthworks Hospital TIF Notes shall be issued;

(2) in the case of the Initial Hospital Facility TIF Notes:

- (i) prior to the issuance of the Initial Hospital Facility TIF Notes, a Certificate of Substantial Completion for the Road and Infrastructure Improvements and the Hospital Facility must have been accepted or deemed accepted pursuant to **Section 3.8** of the Redevelopment Agreement and **Section 2** hereof; and
- (ii) the Developer and/or the Co-Developer must have submitted Certificate(s) of Reimbursable Redevelopment Project Costs associated therewith consistent with the requirements of the Redevelopment Agreement and subsection (a) above.

(3) in the case of the Expansion Hospital Facility TIF Notes:

- (i) prior to the issuance of the Expansion Hospital Facility TIF Notes, a Certificate of Substantial Completion for the Expansion Hospital Facility must have been accepted or deemed accepted pursuant to **Section 3.8** of the Redevelopment Agreement and **Section 2** hereof; and
- (ii) the Developer and/or the Co-Developer must have submitted Certificate(s) of Reimbursable Redevelopment Project Costs associated therewith consistent with the requirements of the Redevelopment Agreement and subsection (a) above.

(4) the parties confirm that the Healthworks TIF Note Ordinance provides as follows:

- (i) The maturity date of the Healthworks Hospital TIF Notes shall be maximum maturity date permitted by the TIF Act.

- (ii) The following will be used to make debt service payments on the Healthworks Hospital TIF Notes: (a) TIF Revenues generated from the Healthworks Site; (b) CID Sales Tax Revenues generated from the Healthworks Site (if any); and (3) TIF Revenues from the Redevelopment Area (outside of the Healthworks Site).
- (iii) Notwithstanding subsection (ii) above, [REDACTED] Revenues from the Redevelopment Area (outside of the Healthworks Site) may be used make debt service payments on the Healthworks Hospital TIF Notes until the full payment and satisfaction of the “Special Payment Amount” as defined in Ordinance No. 70389 regarding the Greenleaf Project as described therein.
- (iv) Further, notwithstanding subsection (ii) above, the maximum reimbursement permitted from TIF Revenues from the Redevelopment Area (outside of the Healthworks Site) shall be limited to the lesser of (A) the actual Reimbursable Redevelopment Project Costs [REDACTED] the “[REDACTED] Revenues from the Redevelopment Area (outside the Healthworks Site) may be used to make debt service payments on the Healthworks Hospital TIF Notes.

The parties further agree and confirm that each of Northside UC, NSQ and HGPHC shall be deemed a “Co-Developer” under the Healthworks TIF Note Ordinance. Without limiting the generality of the foregoing, Northside UC, NSQ and/or HGPHC shall each have the right to: (1) assist the Developer with the development, financing, and construction of the Healthworks Hospital Project; (2) to incur Reimbursable Redevelopment Project Costs and to submit Certificates of Reimbursable Redevelopment Project Costs to the City; (3) to submit Certificates of Substantial Completion regarding the Healthworks Hospital Project to the City and to satisfy any other condition to the issuance of Healthworks Hospital TIF Notes, as may be required by the Healthworks TIF Note Ordinance; and (4) to receive Healthworks Hospital TIF Notes directly from the City or through assignment.

(c) *Exclusions from TIF Revenues.*

(1) Notwithstanding anything to the contrary contained herein or in the Redevelopment Agreement, “TIF Revenues” shall not include any tax increment financing revenues generated from (i) the St. Louis Metropolitan Police Department facility at 1915 Olive Street or the Police Retirement System of St. Louis facility at 2020 Market Street (collectively, the “Police Facilities”); or (ii) the National Geospatial-Intelligence Agency Western Headquarters (the “NGA Site”), provided that tax increment financing revenues from the NGA Site shall not be excluded from TIF Revenues after payment in full of any bonds secured by the NGA Financing Agreement by any among the City, the Land Clearance for Redevelopment Authority, and the State of Missouri, and of any redevelopment project costs benefitting the NGA Site which are to be paid pursuant to the NGA Financing Agreement. The parties agree that the City may use such revenues for other purposes, including, without limitation, declaring such revenues as “surplus” pursuant to the TIF Act.

(2) The parties hereby agree, subject to Board of Aldermen approval, that (i) the Police Facilities will be removed from the Redevelopment Area pursuant to a future amendment to the Redevelopment Plan or (ii) if the Police Facilities remain in the Redevelopment Area, a future amendment to the Redevelopment Agreement will provide a mechanism for adjusting the calculation of PILOTs and EATs within RPA A to effectively remove the Police Facilities from

any base year values used to calculate incremental TIF Revenues. If the Redevelopment Agreement is so amended, the intent of the parties is that, notwithstanding (1) above, the definition of TIF Revenues in such amendment to the Redevelopment Agreement shall be applicable to this Parcel Development Agreement.

Section 5. Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Parcel Development Agreement.

(1) The City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer or the Co-Developer or their respective governing body members, officers, agents, attorneys, employees and independent contractors for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with the TIF Act, this Parcel Development Agreement, the Redevelopment Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer and/or Co-Developer is prevented from enjoying the rights and privileges hereof.

(2) The Developer and the Co-Developer release from and covenant and agree that the City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agree to jointly and severally indemnify and hold harmless the City, SLDC their governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, the Co-Developer, their respective governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Parcel Development Agreement.

(3) The City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer, the Co-Developer or their officers, agents, employees, independent contractors or any other persons who may be at the Healthworks Site, except for matters arising out of the gross negligence or willful misconduct of the City, SLDC or their respective governing body members, officers, agents, attorneys, employees and independent contractors.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

(5) No governing body members, officers, agents, attorneys, employees or independent contractors of the City or SLDC shall be personally liable to the Developer or the Co-Developer (i) in the event of a default or breach by any party under this Parcel Development Agreement or (ii) for any amount or any Healthworks Hospital TIF Notes which may become due to any party under the terms of this Parcel Development Agreement.

(6) The Developer and the Co-Developer release from and covenant and agree that the City, SLDC, their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agree to jointly and severally indemnify and hold the City, SLDC, their respective governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys' fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Parcel Development Agreement, the validity of the Healthworks Hospital TIF Notes or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer, the Co-Developer or their officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Healthworks Hospital Project, or (iii) the compliance by the Developer and the Co-Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Healthworks Site, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City, SLDC or their respective governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Parcel Development Agreement or which arises out of matters undertaken by the City or SLDC following termination of this Parcel Development Agreement.

(7) Notwithstanding anything to the contrary set forth in this agreement, nothing contained in this Parcel Development Agreement shall, or shall be deemed to, waive or relinquish any claim or defense which any of the parties hereto may have or assert in connection with the following actions: (1) Bank of Washington v. Land Clearance for Redevelopment Authority of the City of St. Louis, et al., Case No. 18AB-CC00150; (2) LCRA Holdings Corporation v. Bank of Washington, et al, Case No. 1822-CC10860; and/or (3) City of St. Louis v. LCRA Holdings Corp., et. al., Case No. 1822-CC11276.

Section 6. Contractual Liability Insurance. Simultaneously with the execution of this Parcel Development Agreement, the Co-Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to SLDC and the Comptroller) covering the Co-Developer's obligations to indemnify the City, SLDC, and their respective governing body members, officers, agents, attorneys, employees and independent contractors pursuant to this Parcel Development Agreement. The contractual liability insurance policy shall be issued by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). The Co-Developer agrees to provide immediate written notice to the City and SLDC when the cancellation, termination, expiration or modification of the contractual liability policy occurs.

Section 7. Conformance with Redevelopment Agreement. To the extent that this Parcel Development Agreement is inconsistent with any provision of the Redevelopment Agreement, the terms of this Parcel Development Agreement shall be deemed to control.

Section 8. Payment of Fees.

(a) *Costs Associated with Parcel Development Agreement.*

(i) The parties confirm that the Developer has paid the sum of \$30,000 to the Comptroller (one-half of which shall be distributed to each of the Comptroller and SLDC) to reimburse the Comptroller and SLDC for their administrative costs in reviewing the Healthworks Project proposal.

(ii) Prior to issuance of the Initial Hospital Facility TIF Notes, the Developer and/or Co-Developer shall pay the sum of \$112,000 (i.e., 1.4% of the maximum principal amount of the Healthworks TIF Notes) to SLDC, which monies shall be used to reimburse the St. Louis Agency on Training and Employment ("SLATE") for its fees related to contract compliance pursuant to the Mayor's Executive Orders #28 and #47 and workforce monitoring as mandated by Ordinance No. 69427, which codified Executive Order #46.

(iii) Upon execution of this Parcel Development Agreement and notwithstanding anything to the contrary herein or in the Redevelopment Agreement, the Comptroller may use available money in the Special Allocation Fund, at her sole discretion, to pay the Comptroller's reasonable attorneys' fees and SLDC's reasonable attorneys' fees incurred prior to execution of the Parcel Development Agreement in connection with the negotiation and approval of this Parcel Development Agreement, the Redevelopment Agreement, the Greenleaf Project Parcel Development Agreement described in Ordinance No. 70389 and any proposed amendments, modifications, or other documents related to the foregoing or other matters regarding the Redevelopment Agreement, the Redevelopment Plan, the Greenleaf Project or any other Redevelopment Projects (to the extent not previously paid by the Developer) (collectively, the "Existing Fee Amounts"). Notwithstanding the foregoing, in no event shall such payments of Existing Fee Amounts reduce the balance of the Special Allocation Fund below One Million Eight Hundred Thousand Dollars (\$1,800,000.00). The parties believe that the finally determined Existing Fee Amounts will not exceed 150% of the funds available for payment of the Existing Fee Amounts in the Special Allocation Fund as of December 31, 2016 (taking into account the requirement to maintain a balance of at least \$1,800,000.00). If the finally determined Existing Fee Amounts are greater than 150% of the funds available for payment of the Existing Fee Amounts in the Special Allocation Fund as of December 31, 2016, then any Existing Fee Amounts in excess of 150% of such available funds shall be paid pursuant to paragraph "Third" of Section 4.3 of the Healthworks TIF Note Ordinance (subject to the terms, conditions and qualifications of said Section 4.3, including the priority of the "Greenleaf Special Payment Amount" described therein).

(b) *Issuance Costs.* The Developer and/or Co-Developer shall, concurrently with the issuance of any Healthworks Hospital TIF Notes, pay a flat fee to be reasonably determined by the Comptroller in her sole discretion at the time of issuance to pay for the City's Issuance Costs (as that term is defined in the Healthworks TIF Note Ordinance) regarding such Healthworks Hospital TIF Notes.

Section 9. Choice of Law. This Parcel Development Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the internal laws of State of Missouri without reference to or application of its conflict of laws principles for all purposes and intents.

Section 10. Entire Agreement; Amendment. The parties agree that this Parcel Development Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Parcel Development Agreement have been made by

the parties (and with respect to the City and the Developer, the Redevelopment Agreement). This Parcel Development Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

Section 11. Counterparts. This Parcel Development Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 12. Severability. If any term or provision of this Parcel Development Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 13. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer or the Co-Developer in the event of any default or breach by any party under this Parcel Development Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Parcel Development Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the Developer and the Co-Developer have caused this Parcel Development Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Lyda Krewson, Mayor

By: _____
Darlene Green, Comptroller

Approved as to Form:

City Counselor

(SEAL)

Attest:

Dionne Flowers, City Register

“DEVELOPER”

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC, a Missouri limited
liability company, its Manager

By: _____

Paul J. McKee, Jr., Chief Manager of McEagle
Regeneration, LLC

“NORTHSIDE UC”

NORTHSIDE URGENT CARE PROPERTY, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

“NSQ”

NS QALICB, LLC, a Missouri limited liability
company

By: _____
Name: _____
Title: _____

“HGPHC”

HGP HOSPITAL CORP., a Missouri corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

HEALTHWORKS SITE PROPERTY DESCRIPTION

Lot 1A and Lot 2A of Healthworks Village Amended Plat One, a subdivision being part of City Block 6484 and City Block 6485 in the City of St. Louis, Missouri, according to the plat thereof recorded in Book 03062018 page 0111 of the St. Louis City Records.

Lot 3 of Healthworks Village Plat One, a subdivision being part of City Block 6484 and City Block 6485 in the City of St. Louis, Missouri, according to the plat thereof recorded in Book 03312017 page 0113 of the St. Louis City Records.

The aforesaid property, prior to filing of the said subdivision plats, being formerly described as:

A TRACT OF LAND BEING PART OF CITY BLOCKS 6484 AND 6485 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF AT A TRACT OF LAND CONVEYED TO 20TH & CASS, LLC, ACCORDING TO BOOK 08052016 PAGE 0102 OF THE CITY OF ST. LOUIS RECORDS WITH THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE, 80.00 FEET WIDE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 10 SECONDS WEST, 1,044.00 FEET TO THE TRUE POINT OF BEGINNING, BEING THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG SAID EAST LINE, SOUTH 14 DEGREES 46 MINUTES 43 SECONDS WEST, 857.19 FEET TO THE SOUTH LINE OF SAID 20TH & CASS, LLC TRACT;

THENCE ALONG SAID SOUTH LINE, NORTH 75 DEGREES 14 MINUTES 44 SECONDS WEST, 597.19 FEET TO THE EAST RIGHT OF WAY LINE OF JEFFERSON AVENUE, 100 FEET WIDE;
THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCE:
NORTH 00 DEGREES 46 MINUTES 44 SECONDS WEST, 659.83 FEET; NORTH 05 DEGREES 25 MINUTES 15 SECONDS WEST, 156.84 FEET; AND NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST, 106.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE, AS AFOREMENTIONED;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 10 SECONDS EAST, 753.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED T.I.F. AREA CONTAINING 14.070 ACRES IS BASED ON A BOUNDARY SURVEY AND CALCULATIONS BY COLE & ASSOCIATES, INC., DURING THE MONTH OF DECEMBER, 2016 AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.